

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
AND SIERRA CLUB

**A. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to develop a framework for cooperation between the Bureau of Land Management (BLM) and the Sierra Club. This MOU includes the national, state, and local levels of both Parties on mutually beneficial programs, projects, training, and other recreation activities that may be planned and accomplished on BLM-managed lands by the BLM and Sierra Club. Such programs, projects, and activities will complement the respective missions of the Parties and serve the mutual interest of the Parties and the public.

**B. AUTHORITY**

This MOU is entered into under the authority of the Federal Land Policy and Management Act (FLPMA) of 1976, 43 U.S.C. § 1701 et seq.

**C. THE PARTIES**

Bureau of Land Management

The BLM, an agency of the U.S. Department of the Interior, manages more than 245 million surface acres in the United States. The Federal Land Policy and Management Act (FLPMA) of 1976 gave the BLM its comprehensive mission to manage the public lands for a variety of uses so as to benefit present and future generations. The BLM manages such resources and uses as outdoor recreation, livestock grazing, and mineral development, and conserves natural, historical, cultural and other resources on public lands. Most of the country's BLM-managed public land is located in 12 western states, including Alaska.

Sierra Club

The Sierra Club's mission is to explore, enjoy, and protect the planet. Through the Mission Outdoors program, the Sierra Club is connecting broad and diverse communities with the outdoors through outings, educating leaders and the public about the importance of making outdoor experiences available to everyone, and building strategic alliances to build a nationwide movement to connect America with nature.

The Sierra Club's Mission Outdoors program has a goal of working to ensure that American military service members, veterans and their families have increased opportunities to explore and enjoy our public lands.

#### **D. STATEMENT OF MUTUAL INTERESTS AND BENEFITS**

The BLM and Sierra Club recognize the value of promoting public-private partnerships that encourage the sustainable use of public lands by all Americans and that we need to make deliberate outreach to veterans and military families to ensure they feel included in the mix.

The BLM and Sierra Club share a common interest in disseminating information to veterans and military families regarding conservation, recreation, and natural resource activities.

The primary beneficiaries of this agreement are the veterans and military families who will use the BLM public lands and participate in Sierra Club's Mission Outdoors programming on the BLM public lands.

The participating parties have an interest in providing veterans and military families with information about and programs on the BLM public lands.

The Sierra Club has over 2.1 million members and supporters and is the oldest, largest, and most influential grassroots environmental organization in the United States. That well-established public network and outreach will serve to enhance the BLM's ability to provide veterans and military families with information about and programs on BLM public lands. Since 2007, Sierra Club, in partnership with the Sierra Club Foundation, has provided outdoor play and recreation opportunities to over 50,000 military children, military service members and veterans.

#### **E. THE BUREAU OF LAND MANAGEMENT AGREES TO:**

1. Cooperate with Sierra Club to identify opportunities and possible locations throughout the country for Sierra's Club's Mission Outdoors to undertake its programs within BLM lands and provide information to Sierra Club regarding opportunities with interested BLM partners.
2. Cooperate with Sierra Club to identify mutually beneficial projects or activities for veterans and military families and develop opportunities for subsequent state or field office agreements or partnerships with Sierra Club for all Americans to explore and enjoy public lands.
3. Work with Sierra Club to develop a national short-term action plan that will address long term goals for increased veteran and military family use of and programs on BLM-managed lands.
4. Provide information to help produce educational materials and information exchange programs that support BLM objectives and are consistent with applicable Federal laws, regulations, BLM plans, and other management direction.

5. Promote this partnership with Sierra Club to within the BLM and to external stakeholders and partners, and encourage collaboration with Sierra Club and its chapters on mutually beneficial projects or activities.
6. Make BLM lands available for the continuation of the MOU subject to applicable Federal laws, regulations, resource management plans, and other directions.
7. The BLM will seek ways in which both organizations can jointly promote the use of public lands inclusive communication strategies that raise awareness for recreation on BLM lands.

#### **F. SIERRA CLUB AGREES TO:**

1. Work with the BLM to identify appropriate partnership opportunities (specific projects, administrative studies, education programs, etc.) and to jointly pursue such projects or activities, when appropriate, and to facilitate improved understanding and communication between veterans and military families and public agencies.
2. Provide information to the BLM where it is related to the concerns and needs of veterans and military families as they relate to the management of agency-administered lands.
3. Promote this partnership with the BLM to its members and their families and affiliate organizations and encourage collaboration with BLM on mutually beneficial projects or activities.
4. Develop and maintain a communication network for engaging veterans and military families through the Sierra Club networks which may include partner organizations.
5. Provide technical assistance on outdoor outings to veterans and military families, to land managers, members and communities involved in recreational projects, educational activities, opportunities, and management.
6. Engage Sierra Club Chapters and Groups, when appropriate and possible, around opportunities that are better suited to their local, state, or regional priorities. The Sierra Club will train and certify staff and volunteers to lead outdoor activities.

#### **G. GRANT OF LICENSE**

Each of Sierra Club and BLM grants to the other Party during the term of this Agreement a non-exclusive, non-transferable, royalty free, worldwide, right and license to store, use, reproduce, distribute, display and transmit its tradename, service marks, trademarks, and other such intellectual property rights (the "Marks") solely to the extent necessary to carry out the provisions of this Agreement. In using each other's Marks, each Party acknowledges and agrees that: (i) it will use the other Party's Marks in the manner solely as contemplated herein; (ii) it shall observe the other Party's instructions with regard to the use of the other Party's Marks; (iii) the other Party's Marks are and shall remain the sole property of the other Party; (iv) nothing in this Agreement shall confer any right, title or interest in the other Party's Marks other than the right to use the Marks in accordance with this Agreement; (v) neither Party will use the other Party's mark without explicit consent for each product, which consent shall not be unreasonably

withheld; and (vi) neither Party shall now or in the future contest the other Party's valid ownership of the other Party's Marks or do anything inconsistent with such ownership. Both Parties agree not to register or attempt to register the other Party's Marks as a trademark, service mark, Internet domain name, trade name, or any similar trademarks or name, with any domestic or foreign governmental or quasi-governmental authority which would be likely to cause confusion with the other Party's Marks. BLM agrees to use Sierra Club Marks in accordance with Exhibit TM attached hereto.

**H. IT IS MUTUALLY AGREED BY THE BUREAU OF LAND MANAGEMENT AND THE SIERRA CLUB THAT:**

1. The principal contacts for this agreement are:

Carl Rountree  
Assistant Director, National Landscape Conservation System and Community  
Partnerships  
USDI, Bureau of Land Management  
1849 C Street, N.W  
Washington, D.C. 20240  
Phone: 202-208-3581

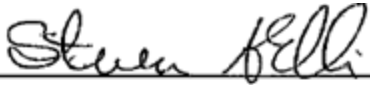
Jackie Ostfeld  
Mission Outdoors Policy and Operations Manager Sierra Club  
50 F St. NW, 8<sup>th</sup> Floor  
Washington, DC 20001  
Phone: 202-548-6584

2. The local contact persons for the BLM are field and state level managers who may enter into subsequent agreements and cooperative relationships subject to agency review and approval, on an as-needed basis at the local or regional levels, to accomplish portions of this MOU.
3. Nothing in this agreement may be construed to obligate BLM, the Department of the Interior, or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate the Department of the Interior or the United States to spend funds on any particular project or purpose, even if funds are available.
4. The Sierra Club will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to the BLM, the Department, or the name or title of any employee of the Department in connection with this agreement.

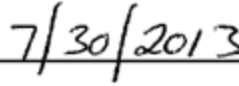
5. The BLM will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to the Sierra Club or the name or title of any employee of the Sierra Club in connection with this agreement.
6. This MOU does not establish authority for a noncompetitive award to Sierra Club of any contract or any other type of agreement. Any contract or agreement for training or other services must comply fully with all applicable requirements for competition. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds.
7. Nothing in this agreement may be interpreted to imply that the United States, the Department of the Interior, or the BLM endorses any product, service, or policy of Sierra Club. The Sierra Club will not take any action or make any statement that suggests or implies such endorsement.
8. Nothing in this agreement may be interpreted to imply that the Sierra Club endorses any specific action, service, or product of the United States, the Department of the Interior, or the BLM.
9. Any information furnished to the BLM under this instrument may be subject to the Freedom of Information Act (5 U.S.C. § 552).
10. The parties will comply with the Federal Advisory Committee Act (PL 92-463, sec. 1) to the extent it applies.
11. This MOU in no way restricts the BLM or Sierra Club from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
12. Nothing herein is intended to conflict with current Department of the Interior or Sierra Club directives. If any term of this agreement is deemed inconsistent with those directives, then the portions of this agreement that are inconsistent shall be null and void; but the remaining terms and conditions will remain in full force and effect.
13. This MOU becomes effective upon signature by the BLM and Sierra Club and, unless terminated, shall be in force for 5 years from the date of the last signature, at which time this MOU shall automatically terminate unless renewed by both parties hereto. Any party to this MOU reserves the right to withdraw from this agreement, or any part thereof, at any time upon 30 days prior written notice to the other party hereto (at the addresses set forth above or as otherwise indicated).
14. Modifications within the scope of the instrument shall be made by mutual consent of the parties hereto, by the issuance of a written modification, signed and dated by the parties, prior to any changes being performed.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.

Signature of



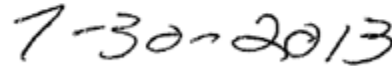
Steven Ellis  
Acting Deputy Director, Operations  
USDI Bureau of Land Management



Date



Dan Chu  
Senior Campaign Director, Our Wild America  
Sierra Club



Date

## **EXHIBIT "TM"**

### **USE OF SIERRA CLUB NAME AND TRADEMARK ("THE LICENSED MARK")**

a. BLM agrees that all use of the Licensed Mark by BLM shall be in the form and manner approved by Sierra Club, which approval shall not be unreasonably withheld, conditioned or delayed. BLM agrees to submit to Sierra Club samples of each of its other proposed uses of the Licensed Mark prior to making any such use (e.g., without limitation, advertising, artwork, and promotional materials), and agrees that no such use shall be made until it has received Sierra Club's written approval. BLM acknowledges the goodwill associated with the Licensed Mark and that Sierra Club is recognized as a leader in the promotion of wilderness conservation and outdoor activity and that no use of the Licensed Mark pursuant to this Agreement shall be inconsistent with such goodwill and reputation.

b. All right, title and interest in and to the Licensed Mark shall be owned exclusively by Sierra Club. Subject to the terms of this Agreement, Sierra Club shall continue to have the sole unrestricted right to exploit the Licensed Mark in its sole discretion in any manner in perpetuity in any and all media throughout the world whether now known or hereafter devised with no further obligation whatsoever, financial or otherwise, to BLM or any third party; provided no such exploitation shall materially interfere with BLM's exploitation of the footage. Any use which BLM is permitted to make of the Licensed Mark pursuant to this Agreement shall be subject to the restrictions and approvals set forth elsewhere herein.

c. BLM confirms the sole ownership of the Licensed Mark by Sierra Club and agrees that all use by BLM of the Licensed Mark shall inure solely to the benefit of Sierra Club and that no other intellectual property of Sierra Club is being licensed to BLM. BLM shall not at any time acquire any rights in the Licensed Mark or otherwise, except to the extent expressly granted herein, by virtue of any use or exploitation BLM may make thereof.

d. All rights in the Licensed Mark other than those specifically granted herein are reserved by Sierra Club for its sole use and benefit and exploitation in its sole discretion with no obligation whatsoever to BLM, financial or otherwise. Upon the expiration or termination of the Agreement for any reason whatsoever, BLM's limited rights in the Licensed Mark shall automatically expire and revert to Sierra Club for its sole use and disposition with no further obligation whatsoever, financial or otherwise, to BLM or any third party.

e. In the event BLM learns of any third party exploiting the Licensed Mark in violation of this Agreement, BLM shall promptly notify Sierra Club. Sierra Club shall have the sole right of action against such party with respect to such exploitation.

## **Sierra Club Marks**

A.



B.

